

Delaware Co

AFSCME #1835 (Roads)

7/1/2005 6/30/2007

Collective Bargaining Agreement

between

**The Delaware County
Secondary Roads Department**

and

**The American Federation of State,
County, and Municipal Employees, AFL-
CIO, and Its Affiliated Local 1835**

July 1, 2006 through June 30, 2007

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DELAWARE COUNTY
RELATIONS BOARD

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AGREEMENT

AGREEMENT entered into by **DELAWARE COUNTY, IOWA** (Employer) and **LOCAL 1835, affiliated with The AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO** (Union), for the purpose of promoting harmonious relations between the Employer, its bargaining unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions relating to negotiable items as set forth under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act.

ARTICLE 1 **RECOGNITION**

1. The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees as identified in paragraph 2 hereof with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, grievance procedure, check off and such other matters as have been mutually agreed upon and specifically set forth herein.

2. The bargaining unit for the purposes of this Agreement consists of all employees of the Delaware County Secondary Road Department employees but excluding

therefrom the County Engineer, Assistant County Engineer, Maintenance Foreman, Bridge Crew Foreman, Office Manager and all others excluded under Section 4 of the Act.

ARTICLE 2 **CONTRACT TERMS**

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

ACT - The Iowa Public Employment Relations Act, as amended.

ANNIVERSARY DATE - The anniversary of the calendar date of the employee's last date of hire.

BARGAINING UNIT - Employees within the bargaining unit recognized by the Employer and defined in Article 1, Recognition, paragraph 2 hereof

BOARD - The members of the Delaware County Board of Supervisors.

COUNTY - Delaware County, Iowa.

DEPARTMENT HEAD - Delaware County Engineer, or designee.

EMPLOYEE - Any person within the bargaining unit employed by the Employer on a continuing regular full-time basis, i.e., working forty (40) hours or more per week.

PART-TIME EMPLOYEE - Any person within the bargaining unit employed by the Employer on a continuing part-time basis anticipated by the Employer to extend for a period of six (6) months or more, i.e., working less than forty (40) hours per week. Part-time employees receive no fringe benefits except for (a) holiday pay on a pro rata basis as provided for in Article 19 - Paid Holidays and (b) the option to carry the Employer's

group health insurance as provided for in Article 27 - Insurance. Part-time employees do not receive paid bereavement leave, paid sick leave, paid personal days, uniforms or accessories, paid vacations, or any other fringe benefit except as specifically provided for in this Agreement.

TEMPORARY EMPLOYEE - Any person within the bargaining unit employed by the Employer on a full-time or part-time basis anticipated by the Employer to extend for a period of less than six (6) months.

EMPLOYER - Delaware County, Iowa, acting through its Board of Supervisors, County Engineer, department heads or other persons designated by the Board of Supervisors to act on its behalf

GENDER - Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to employees are intended and do apply to employees of both gender

IMMEDIATE FAMILY - The employee's spouse, father, mother, children (including stepchildren living in the employee's home), brother, sister, grandparent, mother and father-in-law, sister and brother-in-law (i.e., the spouse of the employee's brother/sister or the brother/sister of the employee's spouse).

PERB - The Iowa Public Employment Relations Board.

UNION - Local No. 1835 of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 3
NONDISCRIMINATION

1 Neither the Employer nor the Union shall engage in unfair employment practices whereby any person may be unlawfully discriminated against because of the age, race, creed, color, sex, national origin, religion or disability of such person.

2. Neither the Employer nor the Union shall discriminate against or interfere with, restrain or harass any employee with respect to his rights under the Act or in order to prevent or discourage his exercise of any such right.

ARTICLE 4
RIGHTS OF EMPLOYER

Except to the extent specifically provided to the contrary in this Agreement, the Employer retains, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special Act, the exclusive power, duty and right to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the County; discipline, suspend or discharge employees for proper cause; issue and enforce rules relating to employee conduct and discipline; maintain the efficiency of its governmental operations; schedule working hours; require overtime work; determine employee job qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be contracted out or performed by the bargaining unit employees; change or eliminate existing methods, equipment, or facilities;

determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out its mission as a public employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to it by law.

ARTICLE 5
NO STRIKE - NO LOCKOUT

The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited under Section 10 of the Act, and the Union will not engage in a strike or picketing as prohibited under Sections 10 and 12 of the Act.

ARTICLE 6
UNION COMMITTEE AND STEWARDS

1. There shall be a Labor-Management Committee composed of not more than three (3) representatives from the Union and a like number of representatives from the Employer. There shall also be an adequate number of Union Stewards to service this Agreement, but not more than three (3). Union representatives shall be elected from the bargaining unit.

2. Regular meetings between the Labor-Management Committee and the Employer shall be scheduled as needed on a date to be mutually agreed to by the parties. Such meetings shall be at least one-half (1/2) hour during regular scheduled work hours with pay and shall be for one (1) hour unless extended by mutual agreement.

Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting setting forth the items it wishes to discuss at the meeting.

3. Any Union business which of necessity must be performed during regular working hours shall be permitted after advance approval has been obtained from the County Engineer, the Superintendent or the Board and shall be accomplished in such a manner as to avoid unnecessary interference with department operations and the performance of any employee's job duties.

4. Three (3) hours shall be the maximum amount of time that the Union Chief Steward may spend on Union business during working hours in any one (1) work week.

5. The Union shall advise the Employer in writing as to its International Union Representative assigned to represent the bargaining unit. Such Union Representative may visit bargaining unit work areas or job sites to verify Employer compliance with the Agreement and for other Union business matters, provided, however, that before doing so he shall first notify the County Engineer of his presence and purpose and conduct his activities in such a manner as to not interfere with the Employer's operations.

ARTICLE 7 **HOURS OF WORK AND OVERTIME**

1. The Employer shall establish and post uniform hours of work within work groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. Except in emergency situations, two (2) weeks notice will be given to affected employees of a change in the schedule of hours to be

worked. The normal work week will be Monday through Friday, 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch break.

2. The work week commences Sunday at midnight and ends the following Sunday at midnight.

3. The unpaid meal period shall be one-half (1/2) hour, approximately the middle of the shift. During overtime on Saturday or Sunday involving snow removal, an employee with the permission of the Department Head or designee may forego the unpaid meal period.

4. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or of the number of days of work per week. However, the normal work day and week will generally be followed except when budgeting limitations would prohibit the Employer from following the normal schedule.

5. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work. The Employer will attempt to provide two (2) hours advance notice of overtime. In the event of emergency overtime, the Employer will provide as much advance notice as possible. It is understood that an employee will be excused from overtime for good cause.

6. Overtime involving snow removal will be assigned to the employee or employees regularly performing the work during the regular shift. In the event such employee or employees are unable to work the overtime, it will be assigned on a rotating

basis according to seniority within the affected job classification, assuming ability to perform the overtime work required and with due consideration to the proximity of the work to the employee's home.

When overtime not involving snow removal is contiguous to the regular shift, the overtime to be worked will be offered to the employee or employees performing the work during that regular shift. Overtime that is not contiguous to the regular shift will be offered first to employees who have signed a list to volunteer for such "call out" overtime. The list will include the total number of call out overtime hours worked by each employee and the dates when worked on the call out list for the contract year. Offers of overtime will be made to the employee on the call out list with the least call out overtime hours worked, with due consideration to (1) the proximity of the work to the employee's home and (2) those employees who have performed the work to be done in the past. If there is an insufficient number of employees who volunteer, it will be assigned to the least senior employee qualified to perform the work, regardless of whether they are on the call out list.

A new call out list will be posted for each contract year for employees to sign up or be removed.

7. Time and one-half an employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) work week. Those hours during a workweek for which an employee receives holiday pay, vacation pay, or

sick leave pay will be considered hours worked for the purpose of computing weekly overtime pay.

8. An employee called in to work after having punched out and returned home will receive a minimum of two (2) hours pay at his regular hourly rate or time and one-half his regular straight time hourly rate for all time so worked, whichever is the greater. An employee so called in prior to his regular starting time and continues working into his regular work shift shall receive time and one-half his regular straight time hourly rate for all time worked prior to the start of his regular shift.

9. All employees are required to either sign a daily time sheet or punch the time clock assigned to their department. The foregoing also applies to overtime work.

10. No employee shall perform work outside of his regularly scheduled work hours or on any kind of an overtime basis without the prior approval of his supervisor except in emergency situations where the work is necessary and a supervisor is not readily available.

11. Time and one-half the employee's regular hourly rate will be paid for all time worked on a Saturday or Sunday. Double the employee's regular hourly rate will be paid for all time worked on Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) and New Year's Day (January 1).

12. In the event the Employer requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

ARTICLE 8
SENIORITY

1 Seniority is the length of an employee's continuous service with the Employer since the employee's last date of hire as a full-time employee within the bargaining unit.

2. A new employee shall be on probation and have no seniority rights or recourse to the grievance procedure for a period of six (6) months from the date he commences work and, if retained, his seniority shall be calculated from such date.

3. The Union shall have no jurisdiction over new hire probationary employees. The foregoing in no way limits or restricts Union membership by such employees.

4. The Employer will provide the Union with a seniority list of employees within the bargaining unit. Such list shall be reviewed and updated each six (6) months. Objections to the list must be filed as a grievance within ten (10) work days of receipt by the Union. Unless such objections are timely filed, the list shall be deemed correct and binding.

5. An employee shall lose his seniority rights and his employment automatically terminated if he: (a) quits or retires; (b) is discharged for proper cause; (c) engages in other work (without the Employer's prior knowledge and approval) while on leave of absence or misrepresents the reason for obtaining leave of absence; (d) is absent for three (3) consecutive work days without notice to the Employer unless evidence satisfactory to the Employer is presented clearly establishing that the employee

was physically unable to give such notice; (e) fails to report ready for work at the end of the leave of absence; (f) fails to report ready to work within five (5) calendar days after having been notified to return to work following layoff; (g) is laid off out the door for a period exceeding twelve (12) continuous months.

ARTICLE 9 **PROMOTIONS AND TRANSFERS**

1 New jobs created and true vacancies in existing job classifications will be posted within five (5) work days from the date of such vacancy. The job will remain posted for three (3) work days during which time employees within the bargaining unit may make written application. The Employer will award the job to the bidder with the greatest seniority provided he has sufficient ability to be reasonably expected to satisfactorily perform the duties of the job within the trial period. If there are no qualified bidders, the Employer may either select a present employee (with his consent) or hire a new employee for the job. The employee receiving the bid award or selected to fill the vacancy, in the event there are no qualified bidders, will be paid at the regular hourly rate of the job classification from which he bid or the rate of the bid job, whichever is the lower, and progress thereafter to the full job rate of pay in the bid job upon successful completion of his trial period. In the event a job bid is not awarded to the senior bidder, the reason or reasons therefor will be reduced to writing and provided to both the senior bidder and the Union.

Bid awards will be made within ten (10) work days after the close of the three (3) work day posting. A successful bidder will be placed on the bid job within five (5) work days thereafter unless otherwise extended by mutual agreement between the Employer and the Union. In the event of such an extension, the successful bidder will be paid during the period of the extension at his regular rate in the job from which he bid or the rate he would have received in the bid job, whichever is the greater.

2. The job vacancies created by successful bidders to true vacancies will be posted for bid and filled in the same manner as provided above.

3. Employees interested in job transfers may so advise the Department Head in writing, but the Employer shall not be obligated to award the transfer to such employees.

4. A true vacancy is a vacancy in a full-time job classification caused by the termination or successful bid of an employee from that job.

5. Nothing herein shall require the Employer to fill an unneeded job vacancy. However, should the Employer choose not to fill a job vacancy, it will so advise the Union and the reasons for its decision in writing.

6. The successful bidder or transferred employee may, before the end of the 5th work day in the new job, elect to return to the former position. If, after a reasonable lapse of time not exceeding thirty (30) work days, the successful bidder or transferred employee fails to perform satisfactorily the duties of the position to which he

has bid or has been transferred, the Employer may remove such employee and return him to his former job. The reason or reasons for removing the employee will be reduced to writing and provided to both the employee and the Union. It is understood that a successful bid or transfer to a job vacancy resulting from the successful bid or transfer of another employee is conditioned on the successful completion of the probationary period by the employee vacating such job.

7. Probationary employees shall not be permitted to bid but may request a transfer to an unfilled job vacancy.

8. A successful bidder cannot bid again within six (6) months of a successful bid.

9. The Employer shall have the right to temporarily transfer employees from job to job where deemed necessary by it and nothing herein shall be construed as a restriction on this right. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred employee and an employee temporarily transferred to a higher paid job shall receive the regular hourly rate for same for all hours worked in the transfer job exceeding eight (8) contiguous hours. Temporary transfers will not be used to avoid posting a true vacancy.

ARTICLE 10 **LAYOFF AND RECALL**

1 Layoff will be according to seniority in the job affected except for Maintainers who will be laid off according to seniority within their respective geographic

areas. Except in cases of emergency, notice of layoff will be given at least ten (10) work days in advance of the layoff. Employees being laid off may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) are qualified and able to then perform all of the job duties of the employee to be bumped under normal supervision; and (c) reside where they will be reasonably available to perform the requirements of the job. An employee bumping into another job classification will be paid the regular hourly rate for the job into which he has bumped.

2. An employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records. Any employee so called back to work who fails to report ready for work within five (5) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his seniority rights. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his current address and phone number

3. Employees on layoff shall be recalled to their jobs in the reverse order of their layoff.

ARTICLE 11
REST PERIODS

1 Employees will be allowed two (2) fifteen (15) minute paid rest periods each day; one (1) period before and one (1) period after the lunch break. The periods will be scheduled by the Employer whenever feasible during the middle of the half shift and will be designed to minimize disruption of work in the department. Failure to use the scheduled rest breaks does not entitle the employee to extend the lunch break or to leave work early.

ARTICLE 12
GRIEVANCE PROCEDURE

1. Should any employee grievance or dispute arise over the interpretation and application of this Agreement or any Agreement made supplementary hereto, it shall be settled in accordance with the following procedure:

Step 1. The grievance or dispute shall first be taken up between the employee and his immediate supervisor. Any matter not so taken up with the employee's immediate supervisor within seven (7) calendar days of the event which is the basis of the grievance or dispute or within seven (7) calendar days of the date such employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration. If the matter is not settled at this point, it shall be reduced to writing and submitted to the department head. Such

written grievance shall set forth the facts involved and the specific Section or Sections of this Agreement which are alleged to have been violated.

Step 2: Within three (3) work days after receipt of the written grievance, the department head shall indicate his decision in writing with a copy to the Union steward. If the matter is not settled at this point, it shall advance to Step 3.

Step 3: The matter shall be considered at the next regularly scheduled meeting between the Labor-Management Committee and the designated representatives of the Employer. The Employer will place its disposition on the matter within seven (7) calendar days after the close of such meeting.

The Union's International Business Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

Should the Employer choose to file a grievance, it shall commence at Step 3.

Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form as provided above. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer

Step 4: A grievance not settled under the preceding steps shall, at the written request of the Union or the Employer only, if made within ten (10) calendar days from

the date of the meeting referred to in the last step, be submitted to arbitration. The written request for arbitration shall be directed by the complaining party to the other party. In the event neither party makes timely request for arbitration, the grievance shall be considered as satisfactorily settled on the basis of the Employer's last decision and not subject to further appeal.

The time requirements at any step of the grievance procedure may be extended by mutual agreement between the Union and the Employer. Such extension must be confirmed in writing.

Within two (2) work days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators, from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within five (5) work days from the receipt of said list and alternately strike four (4) names from the submitted list and the person whose name is left shall be the arbitrator. Provided, however, the Union and the Employer may mutually agree that the list of proposed arbitrators submitted is unacceptable and will thereafter jointly petition the Iowa Public Employment Relations Board for a new list of five (5) arbitrators.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he shall have no power to add to, subtract from or modify any of the terms of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties to the extent permitted by law. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Each party shall have equal time to present its case but no hearing shall extend beyond five (5) work days unless agreed to by the parties. The party initially requesting arbitration shall present its case first, except in the case of a disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved.

2. During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of governmental services.

3. If it is determined under the procedures set forth in this Article that an employee has been suspended or discharged without proper cause, such employee shall be entitled to reinstatement of seniority and payment for time lost. Provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.

4. It shall be the duty and responsibility of the Union representatives, the Labor-Management Committee and the stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.

5. No dispute concerning the job classifications and rates therefor shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification.

ARTICLE 13
MEDIATION AND IMPASSE PROCEDURE AT CONTRACT REOPENING

1 In the event the Employer and Union have not reached an Agreement by the November 15 immediately preceding the June 30 expiration date of this Agreement, the following procedure shall be followed:

- (a) On or before November 15, each party shall provide written notice to the Iowa Public Employment Relations Board at Des Moines, Iowa, of their bargaining relationship and request appropriate assistance through the mediation services of that office.
- (b) In the event an Agreement has not been reached by January 1, the parties will meet to select an impartial arbitrator. Should they be unable to mutually agree upon such arbitrator, they will immediately jointly request the Iowa Public Employment Relations Board to provide a panel of five (5) qualified arbitrators from which one (1) will be selected through the process of alternate strikes.
- (c) In the event the parties have not reached Agreement by January 15, they shall immediately in writing so notify the arbitrator previously selected certifying to such arbitrator each issue upon which impasse has been reached and the respective final proposals on same. The arbitrator shall promptly conduct a hearing relating to the impasse issues and shall consider in addition to any other relevant factors the bargaining history of the current negotiations, a comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to the factors peculiar to the area and classifications involved; the interest and welfare of the public, the ability of the Employer to finance economic adjustments, and the affect of such adjustments on the normal standard of services; and the power of the Employer to levy taxes and appropriate funds for the conduct of its operations.
- (d) The decision of the arbitrator on each impasse issue shall be rendered in writing on or before February 15 and shall be binding upon the parties unless contrary to law.

ARTICLE 14
LEAVES OF ABSENCE

1 Employees must, at the earliest possible date, make written request to their department head for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired.

2. Sick Leave. A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth in Article 15 hereof. Such leave may extend up to one (1) year provided the employee is under a doctor's care and it is reasonable to assume that he will be able to return to his job. The Employer may extend the leave beyond one (1) year at its discretion.

3. Maternity Leave. A leave of absence for maternity purposes will be granted by the Employer on the basis set forth in Article 16 hereof.

4. Leaves for On-the-Job Injuries. A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Workers' Compensation Insurance. During such leave, the employee will be compensated with hourly sick leave benefits, up to the total of accrued sick leave benefits then earned by the employee, so that the sum of the workers' compensation benefits and net (after taxes and other lawful deductions) sick leave benefits equals his net (after taxes and other lawful deductions) regular straight time wages. For purposes of this calculation "regular straight time wages" refers to the employee's last completed

pay period prior to the date of injury. In order to receive such supplemental benefits, a written statement from a practicing physician, dentist or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the appropriate department head.

5. Special Leave. For proper cause the Board may authorize special leaves of absence for periods up to thirty (30) calendar days. Such leaves may be extended at the discretion of the Board.

6. Fringe Benefits During Leaves of Absence. A regular full-time employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage during those months in which he receives no earned benefits (for hours worked, paid vacations, sick benefits, etc.) by making such arrangements with the payroll department in the Auditor's office and paying the full cost thereof on or before the due date of each monthly premium. However, such employee (one on authorized leave of absence without pay) will not accrue vacation or sick leave benefits while on such a leave.

7 Military Leave. Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the department head before any salary or wage reimbursement is paid.

8. Status on Return from Leave. Employees returning from authorized leaves of absence of one hundred eighty (180) calendar days or less and employees returning from an authorized sick leave within one (1) year will return to their regular jobs. Employees returning from authorized leaves of absence of more than one hundred eighty (180) calendar days will return to their regular jobs, if vacant. Otherwise, to such other vacant job in the same job classification for which they have the qualifications and ability to perform the job duties involved. Should there be no vacancy, the returning employee shall replace the employee having the least seniority and whose job the returning employee is qualified to then perform, provided the returning employee has greater seniority than the employee to be replaced.

9. Family and Medical Leave Act Compliance.

- (a) The Employer will provide up to twelve (12) weeks of unpaid family and/or medical leave during the calendar year (January 1st through December 31st) to eligible employees in accordance with the requirements of the Federal Family and Medical Leave Act. An eligible employee may request unpaid medical leave in the event the employee is unable to perform the essential functions of his/her job due to a serious health condition. Family leave may be requested by eligible employees for any of the following reasons:
 - 1. for the birth or care of a newborn child;
 - 2. placement of a child with the employee for adoption or foster care; or
 - 3. to care for a spouse, child or parent who has a serious health condition.

This section shall apply to all requests for a leave of absence made by an eligible employee for absences that are covered by the Federal Family and Medical Leave Act.

- (b) In order to be eligible to take family and/or medical leave, an employee must have:
 - 1. worked for the Employer for more than twelve (12) months; and
 - 2. worked at least 1,250 hours for the Employer during the preceding twelve (12) month period.
- (c) An employee requesting family and/or medical leave must give his/her Department Head at least thirty (30) days advance notice if the reason for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care, or planned medical treatment. If thirty (30) days advance notice is not possible given the particular circumstances of the employee's request for family and/or medical leave, the employee must give his/her Department Head notice of the request for leave as soon as is practicable, but no later than one (1) or two (2) work days from the time when the employee first learns of the need for a leave of absence from work. The Employer's family and medical leave of absence forms and medical certification forms must be used for all requests for family and/or medical leave.
- (d) The Employer may require medical certification from the employee's health care provider if the employee requests family leave to care for a child, spouse or parent with a serious health condition, if the employee is requesting family and/or medical leave on an intermittent or reduced leave basis, or if the employee is requesting medical leave because the employee is unable to perform the essential functions of his/her job due to a serious health condition. In addition, the Employer may request another medical certification, at the Employer's expense, from a second health care provider. The Employer may also require a final and binding medical certification from a third health care provider, selected jointly by the employee and the Employer, and paid for by the Employer.

Employees who have been unable to work due to their own serious health condition must provide the Employer with a written release to return to work from a health care provider before returning to work following the completion of their medical leave of absence.

- (e) Employees will be required to first substitute their paid accrued vacation time and then their paid accrued personal leave for an equivalent portion of any approved unpaid family leave taken under this section. Employees who take approved family leave to care for a parent, child or spouse with a serious health condition, will be required to first substitute their paid accrued vacation time and paid accrued personal leave for an equivalent portion of the approved unpaid family leave. Employees will be required to first substitute their paid accrued sick leave and then their paid accrued vacation time and paid accrued personal leave for an equivalent portion of any approved unpaid medical leave. The remaining portion of the approved family and/or medical leave will be unpaid.

10. Substance Abuse Treatment and Rehabilitation. An employee who is on an approved leave of absence will be permitted to use sick leave and/or vacation time to receive the employee's regular compensation for a period up to thirty (30) work days. Extensions may be granted by the employer after consultation with the employee, the employee's doctor and any independent evaluator selected by the employer.

ARTICLE 15 **SICK LEAVE**

1. Regular full-time employees shall accrue one and one-half (1-1/2) work days of paid sick leave for each completed continuous month of service from date of last hire. A month of service is any calendar month in which an employee works and/or is paid vacation, sick leave or holiday benefits totaling eighty (80) hours or more.

Probationary employees shall not accrue sick leave benefits until they have successfully completed their probationary period, at which time they will be credited for all benefits since their date of hire.

2. In order to qualify for sick leave benefits, an employee desiring to take a sick leave must, as soon as is reasonably possible, notify his immediate supervisor indicating the nature of the illness or injury and the anticipated length of absence. Prior to approving the sick leave, the employee's department head or the Board may, where there is cause to believe the employee is not entitled to sick leave benefits, require verification of the employee's condition through a statement from the employee's doctor certifying the employee's disabling sickness or injury or through examination of the employee by a doctor of its choosing. In the latter case, the doctor's cost will be borne by the Employer.

3. Earned sick leave benefits will only be paid for and applied against regular scheduled work days lost by the employee due to a bona fide illness or injury which is disabling or requires confinement except that:

- (a) One-half ($\frac{1}{2}$) of one (1) day's benefits for the first or second half of the regularly scheduled shift will be paid for time actually needed to attend doctor or dentist appointments where such appointments cannot be scheduled during non-working hours. With prior approval, up to one day's benefits will be paid for time actually needed for out of Delaware County doctor or dentist appointments where such appointments cannot be scheduled during non-working hours.
- (b) no benefits will be paid for absence due to illness or injury occurring after an employee is or has given notice of termination of

employment except where an employee has provided two (2) weeks notice of termination;

- (c) up to five (5) days of accrued sick leave per contract year may be used when a member of the employee's immediate family has an injury or illness. These days may be used only in ½ or full day increments.

4. Sick leave benefits will be paid at the employee's regular straight time rate within his regular job classification as of the initial date of such absence.

5. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

6. Misuse of sick leave or misrepresentation in connection therewith shall constitute proper cause for suspension without pay for the first offense and discharge for the second offense.

7. No benefits will be paid for disability or confinement due to illness or injury while the employee is on vacation or leave of absence.

8. Absences qualifying for sick leave benefits will be charged on the following basis:

- (a) absence of four (4) hours or less - one-half (1/2) day;
- (b) absence of more than four (4) hours - one (1) day.

Provided, however, that both sick leave benefits and regular pay will not be paid for the same hours.

9. Employees who die or who, after their 55th birthday, resign or retire from active employment with the County, shall receive fifty percent (50%) of their accrued and unused sick leave as of the date of such death or retirement. The maximum payment is 65 days (50% times 130 days). Payment shall be in a lump sum to be computed as follows:

- (a) the hourly rate at which the sick leave pay out is to be made shall be determined by multiplying the employee's summer hourly rate by eight (8) plus the employee's winter hourly rate by four (4) and dividing that total by twelve (12);
- (b) the hourly rate as determined under (a) above shall be applied to the normal work week at the time of death or retirement and commence the day following the employee's death or retirement and continue until the fifty percent (50%) of the accrued and unused days of sick leave are exhausted.

Alternatively, the County sponsors a Vantage Care Retirement Health Savings Program through ICMA Retirement Corporation to allow employees to contribute the dollar value of unused sick leave as computed above for use to pay health insurance premiums for the County's group health insurance or other appropriate expenses allowed by the ICMA program. The ICMA program (and any applicable state or federal tax regulations) will govern employees' participation in the ICMA program. Employees who properly elect to contribute unused sick leave to the ICMA program may contribute 77% of 130 days (100 days) for this purpose. An election to use the ICMA program is irrevocable.

Except as specifically provided above, there will be no payment or other form of reimbursement for accumulated sick leave upon the termination of employment.

10. An employee may contribute accrued vacation/personal days and sick leave to benefit another member of the AFSCME bargaining units at the Sheriff's Office or Roads Department. The employee receiving the contribution must be suffering from a catastrophic illness/injury and have exhausted his or her sick leave and personal days. An employee may receive contributions for only one catastrophic illness/injury during the employee's employment with the County. The contribution must be in full-day increments. The contributing employee may contribute one day of vacation/personal day for every day of contributed sick leave up to a maximum of a total of four days (two vacation/personal days and two sick leave days). All such contributions must be in writing and are irrevocable. Such contributed benefits are paid to the receiving employee as a standard sick leave/vacation/personal day of the receiving employee.

ARTICLE 16 **MATERNITY LEAVE**

1. A regular full-time employee will be granted a maternity leave on the following basis:

- (a) the employee must present a written statement from her attending physician on or before the beginning of her seventh (7th) month of pregnancy certifying the date to which she may continue performing her regular work responsibilities without endangering her health. On the date certified by the attending physician, the employee will be placed on maternity leave. At that time, the employee is to

advise her department head in writing as to whether she will return to work at the end of her maternity leave.

- (b) it is anticipated that under normal circumstances the employee will return to work within eight (8) weeks after delivery. Failure of the employee to contact her department head and arrange a mutually satisfactory date of return to work within twelve (12) weeks of delivery shall effect an automatic termination of employment unless otherwise agreed in writing by the Employer and the employee.
- (c) upon returning to work, the employee shall provide her department head with a written statement from her attending physician certifying that she is able to then return to work on a regular full-time basis.

2. An employee placed on maternity leave may apply all of her accrued vacation and sick leave benefits toward the work time lost during such leave. At the exhaustion of these benefits, the employee will continue on maternity leave but without pay.

ARTICLE 17 JURY DUTY

1. Employees who are called to and report for jury duty in any State or Federal Court or grand jury and who, by virtue of such duty, lose time from work shall receive for each day of jury duty performed the difference between the employee's regular straight time hourly rate for the number of hours regularly worked on the day lost and the jury fee to which the employee is entitled, subject to the following conditions:

- (a) such employee when released from jury duty in state court in Delaware County before 12 noon must report to work within one (1)

hour after the employee's release. Such employee when released from jury duty in federal court or state court outside Delaware County before 10:00 a.m. must report to work within two (2) hours after the employee's release;

- (b) such employee shall notify the Employer within five (5) work days from the date he receives notice of his selection for any jury service;
- (c) such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;
- (d) in computing the daily sum due to such an employee, the hours to be paid shall be reduced to reflect the actual hours worked by such employee's shift if less than the number regularly worked.

ARTICLE 18 **BEREAVEMENT LEAVE**

1. An employee shall be entitled to take emergency leave with pay in the amount of the straight time earnings lost by the employee in arranging for and attending the funeral of the following members of the employee's family:

- (a) Spouse, parent, child (including a stepchild living in the employee's home), brother, sister, and grandparent - a paid leave of absence of five (5) working days.
- (b) Mother-in-law, father-in-law, brother-in-law, sister-in-law, son/daughter-in-law and grandchild - a paid leave of absence of two (2) working days. (For purposes of this Article, "brother-in-law" and "sister-in-law" are defined to mean the spouse of the employee's brother/sister or the brother/sister of the employee's spouse).

2. The employee's department head may, in his discretion, grant:

- (a) An unpaid bereavement leave in the event of the death of a relative not covered by this Article.

- (b) An extended bereavement leave on an unpaid or earned vacation basis at the employee's option.

ARTICLE 19
PAID HOLIDAYS

1. There shall be eleven (11) regular paid holidays, namely: New Years Day; employee's Birthday/Floating Holiday; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving Day and Christmas Day. The Employer may schedule additional paid holidays as, in its judgment, appear appropriate.

The employee may elect to take the paid holiday for his birthday as a floating holiday provided that the employee gives the County Engineer at least three (3) days advance notice of such election and the floating holiday is used within one (1) year of the employee's birth date.

In addition, each employee shall be entitled to three (3) days of paid personal leave during a contract year. An employee desiring to take a day of paid personal leave shall give the County Engineer at least three (3) days advance notice, except where, for good cause, this is not possible. Seniority will govern in the event too many employees desire to take the same day off. The paid personal leave days shall be forfeited if not taken during the contract year in which they accrued, unless the County Engineer, in the engineer's discretion, allows one day to be carried over.

2. Employees qualifying for holiday pay shall receive their regular pay for the designated holiday not worked. Regular full-time and part-time employees required to work a paid holiday will receive one and one-half (1-1/2) times their regular hourly rate of pay (double their regular hourly rate for all time worked on Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) and New Year's day (January 1)) for the hours worked which shall be in addition to their holiday pay.

3. To qualify for holiday pay, the employee must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause.

4. For the purposes of this Agreement, paid holidays falling on a Saturday will be celebrated on the preceding Friday and those falling on a Sunday will be celebrated on the succeeding Monday.

5. Should a paid holiday fall during an employee's vacation, he may take an additional day off with pay at such time as may be satisfactory to both he and the Employer.

6. An employee will not receive holiday pay while on leave of absence unless he is on an authorized sick leave and entitled to sick leave benefits for the holiday, in which case he will receive holiday pay in lieu of the sick leave benefit.

7. Part-time employees shall receive holiday pay on a pro rata basis according to the ratio the part-time employee's regular weekly work schedule bears to forty (40)

hours, e.g., if the part-time employee's regular weekly work schedule is thirty (30) hours, he will receive six (6) hours holiday pay.

ARTICLE 20 VACATIONS

1. An employee shall be entitled to a paid vacation on the following basis:

After completion of one (1) year of continuous service - five (5) work days

After completion of two (2) years of continuous service - ten (10) work days

After completion of nine (9) years of continuous service - fifteen (15) work days

After completion of fifteen (15) years of continuous service, one (1) additional work day for each continuous year of service thereafter up to a maximum of twenty (20) work days.

2. Vacation pay will be reduced one-twelfth (1/12) for each calendar month during which the employee fails to work. Work days lost by reason of injuries compensable under Iowa Workmen's Compensation law, paid sick leave, paid vacation time in increments of not less than one (1) week each, paid bereavement leave, paid jury leave and paid holidays will be counted as days worked for the purpose of computing vacation benefits.

3. Vacations will be scheduled by the employee's department head, the department head's designated representative, or the employee's immediate supervisor according to departmental operational requirements and the written preferences and

seniority of the employees. There must be an appropriate work crew on hand at all times. Employees may divide their vacations into minimum units of one (1) day each (however, an employee may take up to four (4) days (32 hours) of vacation in one-half (1/2) day increments), but notice of a desire to take such vacation must be given to their Supervisor at least thirty (30) days in advance.

4. No vacation rights shall accrue to any employee who is discharged for proper cause. Other employees will be paid on a pro rata basis for all earned and accrued vacation as of the date of termination. Accrued vacation benefits for deceased employees will be paid to the employee's estate.

5. There shall be no vacation carry over unless the employee requests in writing to have vacation carried over a maximum of sixty calendar days into the next service year. Any vacation that is carried over to the next service year must be used within sixty days or it is lost.

ARTICLE 21 **PAY PERIODS**

1. The payday for both hourly and salaried employees shall be every other Friday and cover all hours worked through the preceding Friday.

ARTICLE 22 **BULLETIN BOARDS**

1. The Employer will maintain bulletin boards at such locations as it may determine with due consideration being given to the convenience of the employees. The

Labor-Management Committee shall have the use of same at all times to post notices of meetings, notices of interest to employees pertaining to County activities and for other appropriate purposes, providing that said bulletin boards shall not be used for political purposes, or for any misstatements or for any purpose that will be in any way injurious to the Employer and/or its employees. Notices in violation of the foregoing may be removed by the Employer.

2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, at the Employer's shops or job sites. Such acts shall constitute proper cause for discharge.

ARTICLE 23 **MANAGEMENT STAFF**

1. Department head and management staff may perform bargaining unit work but not to the extent of replacing a bargaining unit employee who is otherwise available for work.

2. Employees promoted out of the bargaining unit will continue to accrue seniority for a period of twelve (12) months. Thereafter, their bargaining unit seniority shall terminate.

ARTICLE 24 **SAFETY**

1. The Employer, the Union and the employees will comply with all applicable Federal, State and local safety and health laws and the regulations issued thereunder.

2. Matters of employee safety in the performance of their jobs and the operation of Employer equipment will be proper subjects for discussion and action at the monthly Labor-Management Committee meetings with the Employer.

ARTICLE 25 **DISCIPLINE**

1. Disciplinary action will be taken against an employee only for good cause and shall be subject to the grievance procedure.

2. The progressive system of discipline will be followed where appropriate, i.e., oral warning or counseling, written warning, suspension and discharge.

3. Warnings, suspension or discharge of an employee will be promptly confirmed in writing to the employee with copy to his steward or a member of the Labor-Management Committee. Should a grievance be filed with regard to a suspension or discharge, it will commence at Step 2 of the grievance procedure.

ARTICLE 26 **WORK RULES**

1. The Employer will post its work rules and regulations. Except in emergency cases, copies of new rules and regulations will be provided the Chairman of the Labor-Management Committee five (5) days in advance of posting.

2. The Employer's work rules and regulations shall be in compliance with this Agreement and are subject to the grievance procedure.

ARTICLE 27
JOB CLASSIFICATIONS AND WAGE RATES

1. By this reference, the job classifications and wage rates set forth in the attached Exhibit "A" are incorporated herein and made a part of this Agreement.

ARTICLE 28
CHECK-OFF

1. The Employer will deduct current Union membership dues from the pay of each employee who individually makes written request for such deduction. The Union Treasurer shall immediately and from time to time as necessary certify the monthly dues rate to the Employer. All sums deducted by the Employer will be promptly remitted to the Union Treasurer at the County Shop at Delaware, Iowa, together with a list of the employees against whom the deductions were made.

2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off or leave of absence.

3. The Employer will deduct current membership dues from the pay of employees for the first pay period in the calendar month. If the employee has no pay coming for the first pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from his pay in the subsequent pay period in which he has earnings. The initial deduction from the pay of an employee signing a new written authorization shall be from the first pay period of the calendar month if received two (2)

weeks or more in advance thereof, otherwise in such pay period for the following calendar month.

4. Employees may terminate the dues check-off authorization at any time by giving thirty (30) days written notice of same. Unless otherwise provided by law, such notice shall be to the Employer with copy to the Union.

5. The Employer shall not be liable to either the Union or to any employee for inadvertent error in the performance of its responsibilities under this Article, nor shall anything herein be construed as an obligation on the part of the Employer for the payment of Union dues or for the disposition of the "check-off" funds delivered to the Union.

ARTICLE 29 **INSURANCE**

The Employer will make its group medical, hospital and life insurance programs available to employees and will pay the entire cost of the premiums thereon, specifically: Wellmark Blue Cross/Blue Shield, AH3-QTN, effective July 1, 2006 (single, two person and family premium) and life insurance (\$10,000 life and \$10,000 accidental death). In addition to the Wellmark plan, the Board will self fund the deductible and out-of-pocket maximum to \$500 single/\$500 family under the same terms and conditions as the Wellmark plan. During the term of this Agreement, before making any other proposed changes in the plan, provider or self funding of group medical or hospital insurance, the employer shall submit the proposed change to the Union. No change will

occur without the written consent of the Union, which consent shall not be unreasonably withheld. Any disputes will be resolved through the grievance procedure beginning at step 3. For the contract year July 1, 2006 through June 30, 2007, the Union agrees to participate in any committee of Delaware County employees established to address changes in the County insurance program. Such committee may evaluate changes, including, but not limited to, employee contributions to health insurance through the cafeteria plan, County contribution to a tax sheltered annuity for employees who opt out of family health insurance as a result of coverage elsewhere, and County contribution toward the cost of health insurance for retirees who remain on the County health insurance plan and coverage on the County plan for spouses of retirees. The bargaining committee of the road department bargaining unit will participate in the committee. The Union agrees to promptly schedule a vote by its members regarding any change to be implemented during the contract year July 1, 2006 through June 30, 2007 as a result of the work of the Committee.

Part-time employees may make application to the insurance carrier for coverage under the Employer's group medical and hospital insurance program only. Such application must be made during an open entry period prior to the insurance contract anniversary date. Newly hired regular part-time employees may exercise the option within the two week period following the successful completion of their probationary period. The acceptance or rejection of the insurance application will be in accordance

with the established rules of the insurance carrier regarding such matters. The part-time employee will pay the full cost of any such insurance acquired and there will be no obligation or liability on the part of the Employer for same.

ARTICLE 30 **TOOL ALLOWANCE**

1. The Employer will provide each mechanic a tool replacement allowance of not to exceed Two Hundred Dollars (\$200.00) per year. The employer may terminate the tool replacement allowance after 30 days notice to the Union.

ARTICLE 31 **SEPARABILITY AND SAVINGS**

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

ARTICLE 32 **TERM**

1. This Agreement shall be binding upon the parties hereto from July 1, 2006 through June 30, 2007, and shall continue in full force and effect for periods of one (1) year thereafter, the same as though extended for such yearly periods in writing, unless on or before the September 15 preceding the expiration date of the Agreement or any

automatic extension thereof notice is given in writing by either party of a desire to effect a cancellation or modification of the Agreement.

2. During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other matters not specifically set forth in this Agreement.

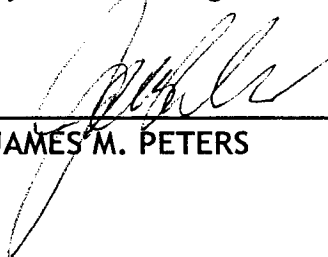
EXECUTED this 22nd day of May, 2006.

DELAWARE COUNTY, IOWA

By Its Board of Supervisors:

Bill Skinner
Steven L. Koeneke
Shirley E. Helmrich

By Its Chief Negotiator:


JAMES M. PETERS

LOCAL NO. 1835 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO

By Its Union Representative:

Thomas G. Gentry

By Its Bargaining Committee:

Harold R. McFadden
Douglas Bush
Douglas D. Dabrock

EFFECTIVE JULY 1, 2006 - JUNE 30, 2007

Winter rates effective 12/1 to 4/1

	<u>SUMMER RATE</u>		<u>WINTER RATE</u>
	<u>Reg.</u>	<u>O.T.</u>	<u>Reg.</u>
<u>SIGN PERSON</u>	16.88	25.32	17.04
<u>EQUIPMENT OPERATOR</u>	17.04	25.56	17.04
<u>BRIDGE CREW</u>	16.88	25.32	17.04
<u>MAINTAINER OPERATORS</u>	16.88	25.32	17.04
<u>MAINTENANCE PERSON</u>	16.88	25.32	17.04
<u>SHOP MECHANICS</u>	17.06	25.59	
<u>INSPECTOR</u>	17.40	26.10	
<u>HEAD MECHANIC</u>	17.51	26.27	
<u>PARTY CHIEF</u>	18.63	27.95	
<u>ENGINEERING TECHNICIAN</u>	18.63	27.95	

Newly hired employees will be paid as follows:

Start: 80% of the regular hourly rate for their assigned job classification; after six (6) months 85% of the regular hourly rate for their assigned job classification; after twelve (12) months 90% of the regular hourly rate for their assigned job classification; after eighteen (18) months 95% of the regular hourly rate for their assigned job classification; after twenty-four (24) months 100% of the regular hourly rate for their assigned job classification.

EXHIBIT "A"